



**MEMORANDUM OF UNDERSTANDING**

**Between**

**CITY OF ALAMEDA**

**And**

**ELECTRIC UTILITY PROFESSIONALS of ALAMEDA**

**Beginning July 1, 2022 and ending June 30, 2025**

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**CITY OF ALAMEDA**  
**And**  
**Electric Utility Professionals of Alameda**  
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**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**CITY OF ALAMEDA**  
**And**  
**ELECTRIC UTILITY PROFESSIONALS OF ALAMEDA**

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500 et seq. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and Employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council of the City of Alameda as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2022 and ending June 30, 2025.

**Section 1. Recognition**

**1.1 Association Recognition**

Electric Utility Professionals of Alameda, hereinafter referred to as the "Association", is the recognized employee organization for the classifications listed in Appendix A, certified as of February 23, 2014, pursuant to the letter from the Assistant City Manager dated February 12, 2014.

**1.2 City Recognition**

The Municipal Employee Relations Officer of the City of Alameda or any person or organization duly authorized by the Municipal Employee Relations Officer, is the representative of City of Alameda, hereinafter referred to as the "City", in Employer-employee relations, as provided in Resolution No. 15735 adopted by the City Council on January 19, 2021.

**Section 2. Association Security**

**2.1 Dues Deduction**

Payroll deductions for membership dues shall be granted by the City only to the Association or the Association's designated representative.

The Association is responsible for all decisions to initiate, change, and cancel Association dues, and for all matters regarding an employee's revocation of an authorization, and the city shall rely solely on information provided by the Association on such matters. The City shall direct all the employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Association. The City shall not seek to resolve disputes between the Association and represented employees about Association membership, the amount of Association dues, or revoking authorizations for deductions. Neither the City, nor any of its managers shall provide advice to employees about matters covered in this section, and shall direct employees with questions or concerns about such to the Association agent. The Association shall indemnify and hold the City and its agents and employees harmless from any cost, expense fee, or liability resulting from any threat or actual claims, demands, lawsuits, or any other action arising from the operation of this Section.

**2.2 Association Authorization Forms**

The City shall deduct Association dues from a represented employee's pay upon submission by the Association of a written request. The request shall include a certification by an authorized representative of the Association, confirming that for each employee for whom the Association has requested deduction of Association dues, the Association has and will maintain a voluntary written authorization signed by that employee authorizing the deduction. If the certification is not properly completed or submitted with the request, the City shall notify the Association, and make the requested deduction changes only upon receipt of a proper certification. All current employees who have authorized Association dues being deducted from their pay shall continue to have them deducted unless and until the Association informs the City that the employee has terminated their membership. The Association shall indemnify and hold the City and its agents and employees harmless from any cost, expense, fee, or liability resulting from any threatened or actual claims, demands, lawsuits or any other action arising from the operation of this Section and from the use of such monies by the Association.

**2.3 Employee List**

Once quarterly, the City will make available to the Association a list or database that includes the following information for each represented employee: name; classification; department; work location; work, home, and personal cellular telephone number; personal email address if on file with the City; and home address.

**2.4 Employee Rights**

Subject to the provisions of this Memorandum of Understanding, and applicable law, all employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of Employer-employee relations involving wages, hours and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in the employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Association because of their exercise of these rights.

**Section 3. Association Representatives**

City employees who are official representatives of the Association shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such employee representatives shall submit a written request for excused absence to their respective department heads, with an information copy to the Human Resources Director, at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed three (3).

**Section 4. Access to Work Locations**

Reasonable access to employee work locations shall be granted officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the City Manager. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the

Association, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours.

### **Section 5. Use of City Facilities**

City employees or the Association or their representatives may, with the prior approval of the City Manager, be granted use of City facilities during non-work hours for meetings of City employees provided space is available. All such requests shall be in writing and shall state the purpose or purposes of the meeting.

The use of City equipment normally used in the conduct of business meetings, such as desks, chairs, and whiteboards is allowed, but the use of City owned electronic devices such as computers, printers, and copiers is strictly prohibited, unless such use is previously approved by the General Manager or their designee.

### **Section 6. Bulletin Boards**

The Association may use portions of City bulletin boards under the following conditions:

- (1) All materials must be dated and must identify the Association that published them.
- (2) Unless special arrangements are made, materials posted will be removed thirty- one (31) days after the publication date.
- (3) The City agrees to provide bulletin boards in reasonable locations and designate a reasonable portion thereof for Association use.
- (4) If the Association does not abide by these rules, it will forfeit its right to have materials posted on City bulletin boards.

### **Section 7. Advance Notice**

Except in cases of emergency, the Association shall be given reasonable advance written notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council and/or Public Utilities Board and shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when the City Council and/or Public Utilities Board determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

The City agrees to post City job announcements in accordance with City of Alameda Civil Service Rules Article V, Section 3.

### **Section 8. City Rights**

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of

performing its work.

## **Section 9. No Discrimination**

Consistent with State and Federal law, there shall be no discrimination or harassment of any kind based on any statutorily (federal, state, or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (ex. Cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate Union activities, against an employee or applicant for employment by the Association, the City or by anyone employed by the City.

## **Section 10. Hours of Work**

### **10.1 Work Day & Workweek**

The standard workweek for the City shall be Sunday 12:01 AM to the following Sunday 12:00 AM which aligns with the City's declared Fair Labor Standards Act (FLSA) work period. Specific employee work schedules, hours and days of work may vary, however, all full-time employees shall be hired to work thirty-six (36) hours in a standard workweek.

Full-time employees may be hired or change their schedule to work forty (40) hours, Thirty-Eight (38) hours or Thirty-Seven and one half (37.5) hours in a standard workweek only with the approval of the Department Head and City Manager.

Employees working thirty-six (36) hours in a week shall work a fixed compressed schedule which allows the employee to complete their weekly scheduled hours in four consecutive days. This schedule can be changed only with the approval of the Department Head and City Manager.

### **10.2 Remote Work Policy**

The City agrees to meet and confer with EUPA to develop a telecommuting policy that provides each City department with the ability to evaluate and grant requests to telecommute.

Telecommuting opportunities will be based upon duties and departments' operational/business requirements. In the event that an employee's written request to work from home is denied, the General Manager shall provide a written reason for such denial with a copy to the Association. If an employee does not agree with the reasons set forth in the General Manager's denial they may submit a written appeal of such denial to the General Manager and the Human Resources Director. The General Manager and Human Resources Director will discuss with the City Manager. The City Manager's decision on appeal shall be final.

## **Section 11. Overtime. Call Back. Acting Pay**

### **11.1 Overtime Authorization**

All overtime must be authorized by the City Manager or his or her designated representative in advance of being worked.

### **11.2 Overtime/Comp Time Off**

Any authorized time worked other than the FLSA non-exempt employee's workweek shall be compensated in cash or compensatory time off at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate of pay.

Compensatory time may be accumulated up to forty (40) hours. Compensatory time off may be taken by mutual agreement of the employee and the supervisor.

**11.3 Management Incentive Pay (Formerly Administrative Pay)**

The management incentive pay program shall be discontinued as of June 23, 2007. Beginning on June 24, 2007, all FLSA exempt classifications in MCEA shall receive a one-time increase to the annual base salary schedule equivalent to ten standard workweek days.

**11.4 Acting Pay**

To qualify for an acting assignment, employees shall meet or exceed the employment standards of the classification in which they have been assigned to act.

An employee who is qualified and assigned by the employee's supervisor and approved by the Department Head and the City Manager to perform the full range of duties and responsibilities of a higher job classification during the temporary or permanent absence of an employee shall be paid the first step of the higher classification which is above the salary step of the employee assigned to the acting position, but not less than five percent (5%) nor above the top step of the higher classification.

Continuous acting assignments shall be compliant with CalPERS regulations and the City will check in with the impacted employee, and, at the employee's request, a EUPA representative, after six (6) months.

Employees assigned to a continuous acting assignment who are eligible for continuous acting pay shall be paid for the entire duration they are assigned to act and shall be immediately eligible to receive paid leave at their acting assignment pay rate. In order to be eligible for continuous acting pay the employee must perform the full scope of the higher classification for four consecutive days.

In order to be eligible for intermittent acting pay the employee must perform the full scope of the higher level classification for a majority of the workdays in a calendar month. Eligibility to receive paid leave at their acting assignment pay rate does not apply to employees assigned to intermittent acting assignments.

**11.5 Supervisory Premium Pay**

An employee assigned to the Executive Assistant-AMP (code 7003) classification, who is routinely and consistently assigned by the employee's supervisor and approved by the Department Head and City Manager, to a supervisory position over other employees, subordinate classifications, or City sponsored program participants, may be paid an additional 5% of base salary as Supervisory Premium Pay.

**11.6 Additional Duties Pay**

An employee who is assigned by the employee's supervisor and approved by the Department Head and City Manager to perform duties that are substantially above and outside their normal classification, the employee will receive additional duties pay of no less than 5% over their current hourly wage.

Additional duties pay may also be paid if an employee is partially doing work that is outside of their job description.

In the event a continuous additional duties assignment extends for more than six (6) months, the City and the impacted employee, and, at the employee's request, a EUPA representative, will meet to discuss the parameters of the extended continuous additional duties assignment.

Employees may be assigned additional duties on a continuous or intermittent basis. Employees assigned to perform additional duties on an intermittent basis shall be paid hour per hour for time performing the additional duties. One hour shall be the minimum qualifying time period. If an

employee performs additional duties for a fraction of an hour the time shall be rounded to the nearest hour. Eligibility to receive paid leave at their additional duty rate does not apply to employees assigned to perform continuous or intermittent additional duties.

### **11.7 Management Leave**

Management employees will receive 27 hours of management leave per fiscal year in recognition of extra hours worked attending meetings, performing work after hours and completing projects. Unused leave cannot be cashed out or carried over to the next fiscal year. Leave will be prorated for new managers based on start date. The hourly members of the Association who are not eligible for management leave, will be eligible for overtime compensation.

## **Section 12. Salaries**

### **12.1 Rates of Pay**

The salary range for each classification shall be as set forth in Appendix A.

Effective the first full pay period following ratification of this successor MOU by EUPA and approval by the City Council on its regular agenda in accordance with the Brown Act and the City's Sunshine Ordinance, but in no event earlier than the first full pay period following July 1, 2022 EUPA represented employees employed by the City shall receive a four and one half percent (4.5%) base salary increase.

Effective the first full pay period beginning after July 1, 2023, EUPA represented employees employed by the City shall receive a three and one half percent (3.5%) base salary increase.

Effective the first full pay period following July 1, 2024, EUPA represented employees employed by the City shall receive a two and one half percent (2.5%) base salary increase.

### **12.2 Starting Rate**

Except as herein otherwise provided, the entrance salary for a new employee entering City service shall be the minimum salary for the class to which appointed. When circumstances warrant, the City Manager may approve an entrance salary which is more than the minimum salary. The City Manager's decision shall be final.

### **12.3 Step Increases**

No increase in salary shall be automatic merely upon completion of a specified period of service. All increases shall be based on merit as established by the record of the employee's performance and shall require recommendation of the Department Head.

If the City Manager at any time determines that it is in the City's interest, he may assign an employee to a higher rate within the salary range fixed for the classification. The City Manager shall regulate the accelerated advancement through the salary range steps.

Subject to the provisions of this Section 12.3, an employee shall receive increases in salary according to the following plan:

Step 2 upon completion of twelve (12) months' service in Step 1 unless the City Manager disapproves.

Step 3 upon completion of twelve (12) months' service in Step 2 unless the City Manager disapproves.

Step 4 upon completion of twelve (12) months' service in Step 3 unless the City Manager disapproves.



Step 5 upon completion of twelve (12) months' service in Step 4 unless the City Manager disapproves.

Raises to the 2nd, 3rd, 4th, 5th steps shall be automatic unless an unsatisfactory service rating report is made by the appointing authority.

Upon completion of each twelve (12) months of service, an employee shall be assigned to the next progressive step within their respective classification until the top step or maximum salary is obtained.

#### **12.4 Conversion Rate**

Any yearly, monthly, biweekly per diem, or hourly rate of pay may be converted into any equivalent rate of pay or to any other time basis when, in the judgment of the City Manager, such a conversion is advisable. In determining equivalent amounts on different time basis, the Human Resources Director, subject to the approval of the City Manager, shall provide tables or regulations for the calculation of payment for service of less than full time, and for use in converting salaries to hourly rates, as well as for calculating hourly rates.

All such conversions are to be applied in manners consistent with and authorized by State and Federal law including applicable salary test and other provisions of the FLSA. Where part-time service is on an irregular basis, the pay for such service shall be calculated according to procedures established by the Human Resources Director, subject to the approval of the City Manager.

#### **12.5 Salary Upon Promotion**

Any employee who is promoted to a higher job classification shall receive the nearest higher annual or hourly salary (as applicable) in the new classification's salary range. This salary shall not be less than five percent (5%) more than their then current salary nor above the top step of the higher classification.

#### **12.6 Deferred Compensation**

Employees may participate in the City's voluntary deferred compensation program (457 Plan). For employees who have completed one year of service with the City, the City will match one dollar for every \$0.50 that the employee contributes towards their 457 Plan account, up to an employee contribution of one half of one percent (0.5%) of the employee's base wage. For example, if an employee contributes 0.5% or more of their salary towards their 457 Plan account, they will receive a 1.0% match from the City. For employee contributions, the City will make payroll deductions and transmit funds to the administrator. The City makes no representation on the merit of the plan or any of the investment products or instruments, which may be offered by the plan. The individual participant is responsible for evaluating the investment options within the plan. The City currently contracts with the ICMA-RC, Nationwide and CalPERS (VOYA) to provide a 457 program.

#### **12.7 COVID Recognition Pay**

Beginning the month of July 2022, all Association members who were required to report to work on-site during the City's COVID State of Emergency, based on confirmation by their Department Director, and employed by the City as of July 1, 2022, shall receive a fixed \$200 per month payment through June 2023 while still employed. This payment is in recognition of employees' work maintaining City services and function throughout the City's COVID State of Emergency. This is a one-time recurring pay and shall not be considered as part of an employees' pensionable earnings and is not available for cash out at separation.

Department Directors will provide the list of employees in their department who were unable to

work remotely to the Human Resources Director. This list will only include employees who were required to report in person prior to the City's requirement that all employees report to work two days a week. The Human Resource Director will provide this list to ACEA for their review. Any employee who believes they should have been included on the list can request additional review and follow-up by the Human Resources Department.

## **12.8 Equity Adjustments**

Effective July 3, 2022 with approval by the City Council on its regular agenda in accordance with the Brown Act and the City's Sunshine Ordinance, but in no event earlier than the first full pay period following July 1, 2022, the EUPA classification of, and all employees employed by the City in the classification of, Line Superintendent (7702), shall receive an equity salary increase of 13% of base pay.

Effective July 3, 2022 with approval by the City Council on its regular agenda in accordance with the Brown Act and the City's Sunshine Ordinance, but in no even earlier than the first full pay period following July 1, 2022, the EUPA classification of, and all employees employed by the City in the classification of, Electrical Equipment Superintendent (7711), shall receive an equity salary increase of 2.5% of base pay.

Effective July 3, 2022 with approval by the City Council on its regular agenda in accordance with the Brown Act and the City's Sunshine Ordinance, but in no event earlier than the first full pay period following July 1, 2022, the EUPA classifications of, and all employees employed by the City in the classifications of, Utility Systems Analyst (7321) and Utility Information Systems Network Analyst (7316) shall receive an equity salary increase to match the salary of the MCEA classification of Information Systems Analyst (1676) salary.

## **Section 13. Health and Welfare**

The City will make available medical, dental and life insurance for eligible employees through a contribution to the Flexible Benefits Amount.

### **13.1 Flexible Benefits**

Two different structures for the medical component of the Flexible Benefits Amount will be provided to employees, based on their date of hire as outlined below.

Employees who were hired by the City of Alameda on or before January 2, 2007 and are currently covered under Plan A or Plan B as outlined below may choose to move to Plan B during open enrollment or due to a qualifying event. Once Plan B is chosen, the employee will not have the ability to move back into Plan A. All employees promoted from another bargaining unit or hired or promoted into the EUPA bargaining unit after January 2, 2007 shall be covered under Plan B.

#### **Plan A**

Under Plan A, the City will make the following contributions per month per eligible employee toward the Flexible Benefits Amount for health insurance. These amounts include the PEMHCA statutory minimum contribution as required by state law, regardless of the year or amount, if enrolled in PERS medical insurance.

Coverage Level	Maximum City Contribution	Cash Back Amt.
No coverage (0 party) -	\$ 869.43	\$ 869.43
Employee only -	\$1,788.58	\$ 530.74



Employee + 1	-	\$1,811.81	\$ 176.05
Employee + 2 or more dependents-		\$1,825.76	\$ 0

The cash back amounts are maximums. The actual cash back is dependent on the plan selected by the employee.

If an employee chooses to be covered by a higher cost medical plan, they will be responsible for paying the difference in the cost for that medical plan. If an employee elects no medical coverage through the City and can document they have alternative medical coverage, they will be eligible for cash back at the "No coverage" rate. If an employee elects to have health coverage, the amount of cash back is determined based upon the City's Medical Contribution less the cost of the medical plan chosen by the employee. Employees receiving cash back will continue to be eligible to receive it. The amount of cash back will not increase from current levels; however, the amount of cash back an employee receives may change as a result of a change in enrollment based on coverage level. The cash back amounts will not be increased as premiums rise.

### **Plan B**

Under Plan B, the City will make the following contributions per month per eligible employee toward the Flexible Benefits Amount for health insurance. These amounts include the PEMHCA statutory minimum contribution as required by state law, regardless of the year or amount, if enrolled in PERS medical insurance.

Through the term of this agreement the City shall contribute the maximums listed below. Employees who elect not to enroll in one of the City's health plans and shows proof of enrollment in an alternative plan, shall receive \$106.15 per pay period while waiving coverage.

The maximum medical premium contribution rate for 2022 are as follows:

Single Party (Employee Only):	\$952.11 per month
Two-Party (Employee +1 Dependent):	\$1,904.21 per month
Family (Employee +Family):	\$2,475.48 per month

Effective January 1, 2023, and every January 1st thereafter, during the term of this agreement, the City will increase the City Contribution to the medical premium to reflect 50% of the increase in cost from the previous year, of the CalPERS Kaiser plan in the area or region in which Alameda is assigned. The increase will be based on 50% of the increase to the Employee plus two or more dependents level of coverage. The \$106.15 per pay period cash-in-lieu of coverage rate shall not change.

During the term of this agreement, the City agrees to cover Vision Insurance premiums for employees who elect vision coverage through the City. However, the City's maximum contribution towards the combined Medical and Vision Insurance premiums shall not exceed the maximum medical premium contributions for Plan B participants set forth in this section. The City does not make any representations with respect to the tax implications of this change but the City will make all reasonable efforts to implement this change such that it does not result in taxable income to employees.

If an employee chooses to be covered by a higher cost medical plan, they will be responsible for paying the difference in the cost for that medical plan. If an employee elects no medical coverage through the City and can document they have alternative medical coverage, they will be eligible for cash back at the "No coverage" rate. If an employee elects to have health coverage, the amount of cash back is determined based upon the City's Medical Contribution less the cost of the medical plan chosen by the employee. Employees receiving cash back will continue to be eligible to receive it. The amount of cash back will not increase from current levels; however, the

amount of cash back an employee receives may change as a result of a change in enrollment based on coverage level. The cash back amounts will not be increased as premiums rise.

\*The amounts indicated above under Plan A and Plan B do not include Life Insurance or Dental Insurance premiums which are paid by the City separately. The amounts indicated above do include the PEMHCA statutory minimum contribution as required by state law, regardless of the year or amount, if enrolled in PERS medical insurance.

Following the expiration of this MOU, the amount of money allocated to the Flexible Benefit Amount for medical benefits shall remain the same, unless agreed to in a successor MOU.

### **13.2 Dental Insurance**

The City will make the necessary contributions per month per eligible employee toward the Flexible Benefits Amount to provide the dental plan to the employee and eligible dependents. This coverage will be mandatory for all employees. Any change in the premium shall cause a like change in the Flexible Benefit Amount. The dental program will be improved to the \$2600/\$2500 plan per employee and eligible dependent for annual dental care and lifetime orthodontic care.

### **13.3 Life Insurance**

The City shall provide each employee with a one hundred thousand dollars (\$100,000) life insurance program. This coverage will be mandatory for all employees. Any increase in premium shall cause a like increase in the Flexible Benefit Amount.

The City shall provide each employee with the opportunity to purchase, at their own cost, additional optional life insurance up to the maximum amount provided by and subject to the conditions of the carrier.

### **13.4 Flexible Spending Accounts (FSA); IRC Section 125 Plans**

The City agrees to provide a Flexible Spending Account (FSA), as allowed under Section 125 of the Internal Revenue Code that will allow an employee to elect a specified amount of pre-tax contributions to be used for employment related expenses.

### **13.5 Employee Assistance Program**

The City shall continue to provide for all employees an employee assistance program. The cost of such program shall continue to be paid by the City only during the term of this Memorandum of Understanding.

### **13.6 Long Term Disability Insurance**

The City will provide for all employees in the Association, a paid for LTD insurance plan equal to benefits provided for in the current plan. If benefits are improved, such improvement shall be incorporated in the Long Term Disability Plan at no cost to all employees covered under this Memorandum of Understanding.

### **13.7 ACA Reopener**

The parties agree to meet and confer through the impasse process, upon the request of the City, to negotiate changes to the City's health plans for only those plans that trigger excise tax liability as "Cadillac plans" under the Affordable Care Act. The City's request to meet and confer with the Association may be made at any point within the term of this agreement but not less than 60 days prior to the start of open enrollment for the plan year in which the excise tax liability is set to take effect.

## **Section 14. Retirement Plan**

### **14.1 California Public Employees Retirement System (CalPERS) Classic Membership**

Employees hired with the City prior to January 1, 2013 or eligible for reciprocity in the CalPERS or public retirement system (as defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA) and CalPERS guidance) and who are classified as classic members will be eligible for:

The Retirement Plan as constituted on October 1, 2001 between the City and Public Employees Retirement System. This plan shall be maintained at the current benefit level, for the duration of this Memorandum of Understanding:

1. Effective April 1, 1997, the individual employees did and shall continue to make their own normal employee contributions to CalPERS, in the amount of 7%, and they shall have the option to have those payments tax deferred under IRS Policy and Rule 414 (h) (2) unless the IRS or Franchise Tax Board indicates that such contributions are taxable income subject to withholding.
2. At the time of the City's withdrawal from the Federal Insurance Contribution Act (FICA) on January 1, 1983, each employee was entitled to the Public Employees Retirement System 1959 Survivors Benefit coverage. The City has amended its contract with CalPERS to provide for the option of 1959 Survivor Benefit third level coverage.
3. All employees were covered by the Public Employees Retirement System Survivors Continuance at the time of the City's withdrawal from the Federal Insurance Contribution Act (FICA).
4. The employees are covered by the 2% at Age 55 Retirement Formula. The City shall provide the CalPERS single highest year retirement benefit.
5. Cost Sharing – Miscellaneous Classifications

The City shall contract with CalPERS for Variable Rate Cost Sharing of up to the Permanent Cost Share of 1.868% under Government Code Section 20516(a), based on the optional benefits established in the Miscellaneous Plan of the City's contract with CalPERS for the 2%@55 and One-Year Final Compensation Optional Benefits. In addition to the current 7% employee contribution, employees in the Miscellaneous Classifications covered by this MOU shall contribute an additional 1.868% of the employee's PERSable earnings towards the employer retirement contribution. This 8.868% contribution shall be in accordance with Section 414(h)(2) of the Internal Revenue Code whereby employee contributions shall be tax deferred and not subject to taxation until the time of constructive receipt.

### **14.2 CalPERS New Membership**

For employees hired on or after January 1, 2013 and classified as "new" members of CalPERS as defined by Public Employees' Pension Reform Act (PEPRA), the City shall maintain a contract with CalPERS for the provision of a 2% @ 62 (highest 36 months) retirement benefit formula. Also pursuant to PEPRA, these employees and the City are each responsible for paying one-half of the normal cost of this retirement plan.

### **14.3 CalPERS Retiree Medical**

The City has contracted with the California Public Employees Retirement System (CalPERS) to provide medical insurance for eligible retired employees and eligible survivors of retired employees. Eligibility to participate in this program will be in accordance with regulations promulgated by CalPERS. The City will contribute the minimum employer contribution under California Government Code §22892 on behalf of each eligible retired employee or eligible survivor of a retired employee who subscribes for CalPERS medical insurance in conformance with CalPERS regulations.

#### 14.4 CalPERS Additional Service Credit

The City provides for additional service credit for unused sick leave through Section 20965 of the California Government Code.

#### **Section 15. Holidays**

Represented employees shall be entitled to take eleven (11) authorized City holidays and three and one half (3.5) floating holidays based on their standard workweek, and within the year in which they are given, at full pay, provided they are in a paid status for the full schedule of hours on both their regularly scheduled work days immediately preceding and following the holiday (this includes an employee on industrial disability). For the purpose of this Section, employees with a standard workweek of 36 hours over four days shall be entitled to 9 hours per holiday. Employees with approval to work an alternative schedule will receive hours for each holiday commensurate with their standard daily schedule unless agreed to otherwise. Employees who are absent from work without pay or are in paid status for less than the full schedule of hours on either the scheduled work day before or after the day the holiday is observed, shall not be eligible for nor receive holiday pay. New employees shall be provided prorated floating holidays based on the number of days remaining in the calendar year on their date of hire. For example, an employee entitled to earn nine (9) hours per holiday with a hire date of September 1, 2018 would have their floating holidays prorated and calculated as follows:

Total Floating Holiday Hours per Year: 31.5 Hours

Total Days remaining in the year: 122 Days (365 – 243)

% of Days Remaining in the Year: 33.42% (122 Days Remaining ÷ 365 Total Days)

Prorated Floating Holidays Hours to New Employee: 10.53 Hours (31.5 hours x 33.42%)

The City's authorized holidays are:

- (1) New Year's Day
- (2) Martin Luther King's Birthday
- (3) President's Day
- (4) Memorial Day
- (5) Juneteenth
- (6) Independence Day
- (7) Labor Day
- (8) Veterans Day
- (9) Thanksgiving Day
- (10) Day after Thanksgiving Day
- (11) Christmas Day
- (12) 3.5 Floating Holidays

If any of the above holidays falls on Saturday, it shall be observed by the City on the Friday immediately preceding. If any of such holidays falls on a Sunday, it shall be observed by the City on the following Monday. However, departments in which employees are normally scheduled to work on Saturday or Sunday have the discretion to determine the day on which to observe the holiday and may, with 14 calendar days advance notice, modify the work schedule of employees for that week.

If one of the holidays listed above is observed by the City during an employee's vacation or normal day off holiday hours for such day shall be added to the employee's floating holiday bank once the holiday has passed, to be used within the calendar year.

If an employee is required to work on a holiday, the holiday hours for such day shall be added to the employee's floating holiday bank once the holiday has passed, to be used within the

calendar year.

Unused holidays cannot be cashed out.

### **15.1 Reduced Workdays on the Days before the Observed Holidays of Thanksgiving Day, Christmas Day and New Year's Day**

#### Day Before the Thanksgiving Holiday

Full-time employees who are scheduled to work a full day and able to leave at noon will be paid for the full day. In order to be eligible for the half-day pay an employee must be at work the Wednesday morning before the Thanksgiving Day Holiday. Employees who are unable to leave at noon because of operational needs will receive four hours (4) of holiday time.

#### Christmas Eve or New Year's Eve

Full-time employees may leave at noon on one of these two days without using leave banks. The afternoon off must be coordinated within the Department and must be approved by the Department Head. In order to qualify for either of the ½ days, an employee must work the morning before the observed holiday. All City facilities will remain open on both these days and must have sufficient staff available to provide service. Employees who because of operational needs are not able to leave early on either of the days will receive four (4) additional hours of holiday time.

Prior to the Day before Thanksgiving in 2019 the parties agree to meet and confer on the administration and management of the Day Before the Thanksgiving Day holiday and the Christmas Eve or New Year's Eve holiday.

## **Section 16. Vacation**

### **16.1 Vacation Scheduling**

The times during the calendar year at which an employee shall take vacation shall be determined by the City Manager or the designated representative with due regard to the wishes of the employee and particular regard to the need of the City. All employees shall, on a form provided by the City, indicate their preference for vacation periods during November and December of each previous calendar year. Preference of vacation date shall be given to employees according to their length of service in as reasonable a manner as possible. The City will post a final vacation schedule by January 1 of each year.

An employee who is hospitalized or provides doctor's notice of illness while on vacation may elect to not charge such time to vacation.

### **16.2 Vacation Benefits**

Vacation benefits will be accrued on an hour for hour basis with accruals earned for each hour paid. Paid time/status excludes any overtime. Every employee, on the most recent anniversary date of his or her employment shall be entitled to a vacation as follows:

Years of Service	Yearly Vacation Accrual (Hours per Year) 36 Hours Per Week Standard Work Week
1 - < 4	75
4 - < 5	112.5
5 - < 6	116.25
6 - < 7	120

7 - < 8	123.75
8 - < 9	127.5
9 - < 10	131.25
10 - < 11	135
11 - < 12	138.75
12 - < 13	142.5
13 - < 14	146.25
14 - < 15	150
15 - < 16	153.75
16 - < 17	157.5
17 - < 18	161.25
18 - < 19	165
19 - < 20	168.75
20 - < 21	172.5
21 - < 22	176.25
22 - < 23	180
23 - < 24	183.75
24+	187.5

As an exception to the foregoing, the City Manager is authorized to award a new employee a starting vacation accrual rate and/or front loading of a portion of that accrual which recognizes that said employee has left a similar position with another employer where he or she had earned a greater amount of vacation benefits than the entry step of the foregoing schedule provides. Said accrual rate shall increase upon the employee reaching the service time provided in the foregoing schedule. Front loading of vacation accrual shall result in an employee not accruing additional vacation until his/her service time is equal to that in order to generate the amount of front loaded vacation. At that time, accrual shall commence at the awarded rate. The provisions of this section are intended to apply in those instances where an incentive is needed to secure the most qualified candidates.

### **16.3 Vacation Accumulation**

No employee may accumulate more than 75 hours of vacation at any one time in addition to the employee's annual vacation entitlement. City Manager is empowered to pay off excess vacation based on Henry vs. Amrol. An employee may submit in writing a request to accumulate vacation in excess of the maximum set forth above. Such excess accumulation may be approved, at the sole discretion of the City Manager, on a case by case basis.

### **16.4 Vacation Pay at Termination**

Upon termination of employment, a regular employee shall be paid cash value of his or her accrued vacation leave at the time of termination.

### **16.5 Probationary Employees**

Employees on original probation shall be eligible to use their accrued vacation after six (6) month of service.

### **16.6 Vacation Sell Back**

Employees who have completed Fifteen (15) years of service with the City may "sell back" up to two weeks (72 hours based on a standard work week of 36 hours) of vacation accrual once per calendar year, provided they have used two weeks of accruals in the last 12 calendar months:



Qualified employees will be able to sell back vacation by completing the forms required by Human Resources each year..

Effective December 2019, and during the month of December of each year thereafter, there will be an open enrollment period during which each bargaining unit member must make an irrevocable election to "sell back" vacation accrual the following year on the form prescribed by Human Resources. The number of hours that the bargaining unit member will sell back must be indicated at that time. Failure to submit an irrevocable election form shall be the same as electing not to sell back vacation leave.

The employee must request the vacation sell back on the form prescribed by Human Resources. A bargaining unit member who has elected to sell back vacation but has not done so by the first paycheck in December, will be automatically cashed out for the number of hours elected on the second paycheck in December.

If an employee elects to "sell back" vacation but has not used two weeks of vacation accruals in the previous 12 months their sell back request will not be fulfilled.

Employees must have completed fifteen (15) years of service at the time they request the sell back. For example, an employee who will complete fifteen years of service on August 1, 2020 may make an irrevocable election to sell back vacation time during the December 2019 election period but will not be permitted to request the sell back until after August 1, 2020.

These payments do not meet the definition of compensation earnable and special compensation under Government Code section 20636 and are non-PERSable compensation.

Employees are responsible for any tax consequences of the vacation "sell-back".

The City may suspend this program due to budget constraints during economic downturns.

## **Section 17. Sick Leave**

### **17.1 Benefits**

Sick leave benefits will be accrued on an hour by hour basis with accruals earned for each hour paid. Paid time/ status excludes any overtime and/or compensatory time worked. Employees shall accrue at the appropriate rate as follows:

Employee's Standard Work Week	Hourly Accrual Rate	Maximum Yearly Accrual
36 Hours Per Week	.0481	90 Hours

Paid time excludes any overtime and/or compensatory time worked.

There shall be no limit on sick leave accrual. Sick leave usage shall not be considered as a privilege which an employee may use at his discretion, but shall be allowed only in case of necessity of actual sickness or disability or medical appointments. Charge for sick leave used shall be on the basis of one (1) hour for each hour used; provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. In no event shall sick leave be converted into a cash bonus. Sick leave may not be used before it is earned. The City shall mail to any employee who is on sick leave and who must reimburse the City for his or her Health, Life, and Dental benefits a notification of premium due and the agreed to forms advising such employee of any applicable benefits.

**17.2 Notification Requirement**

In order to receive compensation when absent on sick leave, the employee shall notify his or her immediate supervisor one-half (1/2) hour prior to or after the scheduled time for beginning his or her work duties of his or her impending absence.

**17.3 Doctor's Certificate or Other Proof**

To the extent permitted by law and after consultation with the Human Resources Director or their designee, proof of illness in the form of a doctor's certificate or an advice nurse statement may be required at any time after an employee has used fifty percent (50%) of their annual sick leave accrual in a calendar year. Proof of illness in the form of a doctor's certificate or an advice nurse statement shall not be required at any time before an employee has used fifty percent (50%) of their annual sick leave accrual in a calendar year.

**17.4 Illness in the Immediate Family**

An employee may use up to one-half of his or her annual sick leave allocation in any calendar year in the event of illness or a spouse, child, parent, or domestic partner. At the City's request the employee will provide satisfactory evidence of the facts justifying such absence.

**17.5 Sick Leave During Probationary Period**

Employees on original probation shall be eligible to use their accrued sick leave upon employment.

**17.6 Sick Leave For Employees Hired Prior To January 1, 1987**

An employee assigned to a classification represented by the Association and who was hired by the City prior to January 1, 1987, shall, upon completion of each anniversary year and a minimum of one thousand eight hundred (1,800) straight-time hours of work within the twelve (12) month period immediately preceding each anniversary year, accrue sick leave at the following rate:

<u>Years of Service</u>	<u>Sick Leave</u>
1 - 5	10 days per year
6 - 15	15 days per year
16 or more	20 days per year

In addition, an employee shall accrue sick leave at a rate of one (1) day per month, provided the employee has worked one hundred sixty (160) straight-time hours that month for an employee in a classification having a forty (40) hour workweek or one hundred fifty (150) straight-time hours that month for an employee in a classification having a thirty-seven and one-half (37 ½) hour workweek, to a maximum of one hundred eight (180) days.

Furthermore, an employee hired by the City prior to July 1, 1978, who resigns or retires from City employment and has been in the service of the City for a minimum of ten (10) years, will be eligible for payment of unused accumulated sick leave based on the following calculation:

Formula For Payment Of An Employee's Unused  
Accumulated Sick Leave At The Time Of Resignation Or  
Retirement

One and two-tenths of one percent (1.2%) of the employee's unused accumulated sick leave, at the time of resignation or retirement, times the number of full years of service by the employee with the City, times the employee's daily pay rate at the time of resignation or retirement; provided, however, that in no event shall the payment for unused accumulated sick leave exceed thirty percent (30%) of the monetary value of the employee's unused sick leave accumulation.



Unused sick leave accumulation for the purpose of payment at time of retirement or resignation shall not exceed the number of days accrued by the employee on July 1, 1978.

There shall be no payment for unused accumulated sick leave if an employee's service with the City is terminated due to discharge.

## **Section 18. Leaves of Absence**

### **18.1 Leave Without Pay**

The City Manager may grant regular employees a leave of absence without pay. No leave shall be granted except upon written request of the employee. Such requests shall be submitted to the City Manager. Such leave shall normally be granted to permit the employee to engage in activities that will increase his or her value to the City upon return, or because of sickness, injury or personal hardship. Employees may not be granted a leave of absence until all accrued vacation is taken. Failure on the part of an employee on leave to report promptly at its expiration shall result in dismissal of the employee. Vacation and sick leave credits shall not accrue to an employee on leave of absence. The decision of the City Manager on granting or refusing to grant a leave of absence or extension thereof shall be final and conclusive and shall not be subject to the grievance procedure of this Memorandum of Understanding.

### **18.2 Jury Duty**

An employee summoned to jury duty shall inform his or her supervisor and, if required to serve, may be absent from duty with full pay for that time required to serve.

### **18.3 Military Leaves of Absence**

The provisions of the Military and Veterans Code of the State of California shall govern military leave of City employees.

### **18.4 Parental/Family/Medical & Other Protected Leave Rights**

The provisions of Federal and State law regarding statutory leaves shall govern such leaves of City employees.

Protected leave including leave under the federal Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and the California Pregnancy Disability Leave Law (PDL) shall be made available to eligible association members per the applicable federal and state law.

When an employee is on an approved protected leave (FMLA/CFRA/PDL) related to their own illness or to care for any ill family member, they may use up to 12 weeks of sick leave. For example, an employee who works 36 hours per week will be entitled to use up to 432 hours of sick leave while on an approved protected leave related to their own illness or to care for an ill family member. The employee will be required to provide leave related documentation as requested by the City.

When an employee is on an approved protected leave for the purpose of Baby Bonding, the employee may use up to 10 weeks of sick leave. For example, a 36 hour employee may use up to 360 hours of sick leave while on an approved protected leave for the purpose of Baby Bonding and then must use 2 weeks of other accrued leave for the remaining 2 weeks of protected leave.

Where an employee is eligible for and receives State Disability Insurance (SDI) for their own disability or where they are eligible for and receive Paid Family Leave (PFL) to care for a family member or for Baby Bonding, the City will integrate the SDI/PFL benefit with the employee's accrued leave. The employee will be required to provide information on the amount of their SDI/PFL benefit and will use only the accrued leave necessary to keep the employee whole.

**18.5 Industrial Disability Leave**

Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California shall be entitled to the benefits as provided by the Workers' Compensation Laws of the State of California or, upon eligibility to retire under the Public Employees Retirement System (PERS). Workers' Compensation benefits shall be determined and paid in accordance with the Workers' Compensation Laws of the State of California upon a determination that the illness or injury is covered by the Workers' Compensation Laws of the State of California. "Integration" of accumulated leave with Workers' Compensation is to be automatic. For the purposes of this subsection, integration shall mean the use of accrued leave to supplement Worker's Compensation payments to the employee. An employee shall determine which of their accrued leaves be used for integration. Available leaves for integration include sick leave, vacation, holiday or compensatory time to supplement Workers' Compensation payments. Except for benefits as provided by the Workers' Compensation Laws of the State of California and except for allowing employees to "integrate" accumulated leave, no additional pay or salary replacement shall be provided by the City of Alameda to the employee.

**18.6 Funeral Leave**

In the event of a death in the immediate family of an employee the employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed four (4) regularly scheduled working days. This provision does not apply if the death occurs while the employee is on leave of absence, layoff, or sick leave.

For the purpose of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, domestic partner, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchild, step-parents or stepchildren where there is a child-rearing relationship, or step-sibling. At the request of the City, the employee will furnish a death certificate and proof of relationship.

Funeral leave applies only in instances in which the employee attends the funeral, or is required to make funeral arrangements, but is not applicable for other purposes such as settling the estate of the deceased.

**18.7 Catastrophic Leave Bank**

The City agrees to establish a Catastrophic Leave Bank to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury. The Catastrophic Leave Bank (CLB) will allow the bargaining unit employees to donate time to affected employees within and outside the unit, so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition. This donated time will be placed in a CLB and drawn down from the CLB by the eligible employee.

**Eligibility**

To be eligible for this benefit, the receiving employee must: 1) Be a regular full time employee, 2) Have sustained or have an immediate family member who has sustained a life threatening or debilitating illness, injury or condition which may require confirmation by a physician, 3) Have exhausted all accumulated paid leave including vacation, holiday, sick leave, and/or compensatory time off, 4) Be unable to return to work for at least 30 days or in the case of the condition affecting the immediate family member, that member must be in need of prolonged and significant personal care; and 5) Conformed with the requirements of the Family Medical Leave Act and/or Worker's Compensation.

**Benefits**

Accrued vacation and compensatory time off hours donated by other employees will be

converted to sick leave and credited to the receiving employee's sick leave time balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For as long as the receiving employee remains in a paid status, seniority, and all other benefits will continue, with the exception of sick leave and vacation accrual. The total leave credits received by an employee will not normally exceed three months. However, if approved by the Department Head and the Human Resources Director the total leave credits may be extended on a case by case basis, subject to review by the City Manager or designee.

#### Guidelines For Donating Leave Credits To The Time Bank

- a. Accrued vacation leave and compensatory time off may be donated by any regular full-time employee who has completed his/her initial City probationary period. Sick leave may be donated by any regular full time employee who has completed his/her initial City probationary period if the donating employee is also concurrently donating the equivalent amount of vacation or compensation time off and is allowable by the IRS (for example: employee donating 20 hours of sick leave must also donate 20 hours of vacation or compensation time).
- b. Time donated will be converted from vacation allowable sick leave as required in a above or compensatory time to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for- hour basis and shall be paid at the rate of pay of the receiving employee.
- c. The total amount of time donated to one employee by another employee shall not exceed forty (40) hours. The total leave credits received by the employee shall not exceed three months; however, the Human Resources Director may approve an extension to six months total time.
- d. Initial leave time donations must be a minimum of one work shift. An employee cannot donate leave hours that would reduce his/her vacation balance to less than one week.
- e. The use of donated leave hours will be in consecutive one-shift increments.
- f. While an employee is on leave using donated leave hours, no vacation or sick leave hours will accrue.
- g. Under all circumstances, time donations received for the employee are forfeited once made by the employee making the donation. In the event that the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance will remain with that employee until that employee's separation from City service.
- h. Taxability of leave donated or received under this program will be governed by Internal Revenue Service guidelines.
- i. For the purpose of the Section, "immediate family member" as referenced under Eligibility shall be defined as provided for in Section 18.6.
- j. Under extenuating and extraordinary circumstances and upon recommendation of the Human Resources Director the City Manager may grant exceptions on a case-by-case basis. Such exceptions shall not establish practice or precedence.

It is further understood that Catastrophic Leave will not apply to employees receiving Workers Compensation or SDI benefits. These issues are under legal review and may require further explanation and amendment.

## **Section 19. Probationary Period**

All original and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employee's work for securing the most effective adjustment of a new employee to their position and for rejecting any probationary employee whose performance does not meet the required standards of work.

The probationary period for new employees is twelve (12) months. The probationary period for existing employees who have completed probation and are moving to a different classification at the City is six (6) months. An employee's probationary period may be extended for up to six (6) additional months, with the approval of the Human Resources Director, to provide the employee with additional time to meet the required standards of work. Probationary period extensions beyond 6 months must be approved by the City Manager.

During the probationary period, an employee may be rejected at any time by the City Manager without cause and without the right to appeal.

Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which they were promoted, unless the employee is rejected for reasons other than competency to perform the job in which they were promoted.

## **Section 20. Layoff and Reemployment – Furloughs**

Seniority is defined as the length of continuous paid employment and leave with pay status with the City calculated from the date of original hire, including the probationary period, as a full-time employee. Time spent in a leave without pay status shall be excluded. Permanent part-time and temporary part-time employees do not accrue seniority.

In reduction of forces, the last employee hired shall be the first employee laid off, and in rehiring, the last employee laid off shall be the first employee rehired until the list of former employees is exhausted; provided that the employee retained or rehired is capable of performing the work required.

Employees who are laid off or who elect to demote or transfer in lieu of a layoff shall have reemployment rights to future vacancies in the position previously held. The City shall maintain a preferred list with the names of the employees laid off in inverse order of layoff. Future vacancies in those affected positions shall first be filled from the preferred list in inverse order of layoff.

Services with the City shall be terminated by:

- (1) Discharge, retirement, resignation or any termination of employee status;
- (2) Failure to return to work within seven (7) calendar days when recalled from layoff;
- (3) Failure to return to work upon expiration of an authorized leave of absence;
- (4) Leave without pay status for a continuous period of twelve (12) months or more;
- (5) Layoff status for a continuous period of twelve (12) months or more.

When a layoff becomes necessary, the Human Resources Department will provide layoff instructions to the affected departments with a copy to the Association.

Before any permanent full-time employee is laid off, all other categories of employees in the affected classifications will be separated.

An employee subject to layoff will be allowed, in lieu of a layoff, to:

- (1) Demote to a lower paying classification previously held by the employee in the City;
- (2) Transfer to the same classification in another department.

An employee, who has reemployment rights, shall have the same right to compete for promotion that he/she would have had if he/she had not been laid off.

An employee who is laid off shall not accrue or be eligible for any benefits, including, but not limited to, vacation, sick leave, holidays, medical, dental, LTD, life insurance, retirement contributions and uniforms. Any employee reemployed after a layoff shall retain all vacation and sick leave accruals that the employee did not receive compensation for at the time of layoff.

If the City decides to subcontract work and such work would result in the layoff of a full-time employee, the City will notify the Association within thirty (30) days in advance of such action, and upon written request, will meet and discuss the matter prior to subcontracting the work.

## **Section 21. Alternatives to Layoff**

During recently concluded negotiations with the EUPA bargaining unit, the parties agreed that if the City were faced with a need to reduce costs and was planning to lay off employees, it would be appropriate for the parties to meet to discuss alternative cost reduction measures that could be taken. The objective would be to find steps that could be taken by the parties to eliminate the need for or reduce the extent of layoffs of bargaining unit members while preserving service delivery to the public.

## **Section 22. Discharge**

### **22.1 Right of Discharge**

The City shall have the right to discharge any employee for dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or to observe the City's safety and house rules and regulations which must be conspicuously posted and not in derogation of the Memorandum of Understanding, or for engaging in strikes, individual or group slowdowns or work stoppages, or refusal to accept overtime, or for violating or ordering the violation of the Memorandum of Understanding.

### **22.2 Appeals**

If a permanent employee feels he or she has been unjustly discharged, he or she shall have the right to appeal his or her case through the appropriate procedure (Section 24.5). Such appeal must be filed with the City Manager or the Civil Service Board by the Association in writing within seven (7) calendar days from the date of discharge and unless so filed the right of appeal is lost.

Any discharged employee shall be furnished the reason for his or her discharge in writing.

## **Section 23. Personnel Files**

An employee or his or her representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The City shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning

prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document entered into his personnel file without prejudice to subsequent arguments concerning the contents of such documents.

## **Section 24. Grievance Procedure**

A grievance shall be defined as any dispute arising during the term of the Memorandum of Understanding which involves the interpretation or application of any provision of this Memorandum of Understanding during its term, excluding all ordinances, resolutions, rules and regulations, the subject of which is not specifically covered by the provisions of this Memorandum. Such excluded ordinances, resolutions, rules and regulations shall not be subject to the Grievance Procedure.

### **24.1 Initial Discussions**

Any employee who believes that he or she has a grievance may discuss his or her complaint with the top management official in the department in which he or she works, or with such subordinate management official as the department head may designate. If the issue is not resolved within the department, or if the employee elects to submit his or her grievance directly to an official of the employee organization which is formally recognized as the representative of the classification to which he or she is assigned, the procedures hereafter specified may be invoked.

### **24.2 Referral to City Manager**

Any employee or any official of the employee organization which has been formally recognized by the City and which has jurisdiction over any position directly affected by the grievance may notify the City Manager in writing that a grievance exists, and in such notification, state the particulars of the grievance and, if possible, the nature of the determination which is desired. No grievance may be processed under subsection 24.3 below which has not first been filed and investigated in pursuance of this subsection

24.2. A grievance which remains unresolved thirty (30) calendar days after it has been submitted in writing may be referred to the Adjustment Board.

### **24.3 Adjustment Board**

In the event the Association and the City are unable to reach a mutually satisfactory accord on any grievance (as the term "grievance" is herein above defined) which arises and is presented during the term of the Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board comprised of three (3) employee representatives, and three (3) representatives of the City. The Association shall be an indispensable party to any grievance which is submitted to the Adjustment Board. Any party desiring an official transcript of the Adjustment Board hearing shall bear the cost of same.

If an Adjustment Board is unable to arrive at a majority decision, either the grievant, the Association or the City may request that the grievance be referred to the City Manager, or arbitration.

No Adjustment Board or Arbitrator shall entertain, hear, decide or make recommendations on any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as herein above set forth in paragraph (1) of this Section.

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary thereto shall not be grievable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred for grievance under this Section; and no Adjustment Board or Arbitrator shall have the power to amend or modify this Memorandum of



Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

No changes in the Memorandum of Understanding or interpretations thereof will be recognized unless agreed to by the City Manager and the Association.

#### **24.4 City Manager and Arbitration**

If the grievance is not resolved at the previous step, the grievant, the Association, or the City may, after completion of the previous step in the grievance procedure, submit the grievance directly to the City Manager or may request arbitration. If arbitration is requested, representatives of the City and of the Association shall meet promptly to select a mutually acceptable arbitrator. A hearing before the arbitrator shall be held as soon as practical and the arbitrator shall render a decision which shall be advisory to the City Manager. If the City Manager declines to follow the arbitrator's decision, the City Manager shall state the reason for doing so in writing. The cost of arbitration shall be borne equally by the City and the Association.

#### **24.5 Matters excluded from the Grievance Procedure of the Memorandum of Understanding**

Employee disciplinary matters, and in those cases where the matter concerns any rule or policy or administrative procedure of the City contained in the City Charter, the Civil Service Ordinance, or the Civil Service Rules and Regulations which are adopted pursuant to the City Charter, which provisions pertain to discharge, discipline, and examination and promotion procedures, the appeal procedures contained therein shall be utilized.

#### **24.6 Disciplinary Action**

No grievance involving the discipline of an employee will be entertained unless it is filed in writing by the Association with the City Manager or Civil Service Board within seven (7) calendar days from the date of the notification of the action. A copy of the notification shall be sent to the Association.

#### **24.7 Pay Claims**

All complaints involving or concerning payment of compensation shall be filed in writing and no adjustments shall be retroactive for more than thirty (30) days from the date of filing.

### **Section 25. Outside Employment**

No full-time employee shall engage in employment that constitutes a conflict for the employee or the City. No employee shall engage in outside employment during his/her regular working hours. No uniform, emblem, badge or other employee identification shall be worn by any person while in the employment of someone other than the City. All requests by the employee for permission to engage in outside employment shall be made on a form provided by the City. No employee shall accept or continue employment other than occasional work from other than the City of Alameda without the approval of the City Manager, which may be withheld only if such employment constitutes a conflict for the employee or the City or which would interfere with the employee's ability to perform his or her City job.

### **Section 26. Miscellaneous**

#### **26.1 Break Periods**

All employees will be allowed a fifteen (15) minute break period approximately midway during the first half of any workday and a fifteen (15) minute break period approximately midway during the second half of any workday.

#### **26.2 Bilingual Pay Policy**

In accordance with the City's Bilingual Pay Policy, the Human Resources Department will

designate the languages to which the pay will apply and assign employees accordingly. The Bilingual Pay differential on a continuous basis is one hundred dollars (\$100.00) per month.

### **26.3 Drug Free Work Place**

The parties agree to the City's Drug Free Work Place Policy and Testing Procedure.

### **26.4 State Disability Insurance**

Effective July 1, 2003 the Association membership elected to participate in the State Disability Insurance (SDI) program. Such SDI coverage is the sole economic responsibility of the employee, and the City shall not contribute toward the expense of that coverage. In the event the Association wishes to discontinue this benefit in the future, the Association must notify the City in writing that a majority of its membership wishes to discontinue participation in the program. The parties will then meet to discuss how such discontinuation may occur.

### **26.5 Educational Reimbursement**

The City shall continue the education reimbursement program instituted on July 1, 1971 as provided for in Appendix B of this MOU and the maximum reimbursement shall be up to \$1,250 per each EUPA member for each fiscal year. Funds for the educational reimbursement program shall be budgeted by the appropriate division of the Utility.

### **26.6 Professional Leave**

As soon as administratively possible, employees with three or more years of continuous service to the City shall be provided 8 hours of professional leave during normal hours to attend a professional growth training per fiscal year. As the employee is on paid City time, the training must be approved in advanced by the employee's supervisor and must be job related. The cost of such training under this section shall be borne by the employee. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.

### **26.7 Travel and Meal Expenses**

Employees in this unit shall be reimbursed for travel and meal expenses in accordance with the City Administrative Instruction No. 11B.

### **26.8 Cat Leave and SDI Administration**

In January of 2019, or as soon thereafter as is reasonably possible, the parties will commence meeting and conferring in good faith about changes to the Catastrophic Leave Bank (Section 18.7) and State Disability Insurance (SDI) (Section 26.4). These discussions will primarily focus on the administration and processing of Catastrophic Leave and State Disability Insurance.

### **26.9 GPS Technology**

If the City installs and uses global positioning system (GPS) technology on City vehicles to enhance employee safety, assure all vehicles are properly maintained, increase personnel safety, locate disabled or stolen vehicles, and to conduct historical review of employee locations that can provide accuracy and transparency during complaint investigations; the City agrees to meet and confer with EUPA to develop a GPS technology policy as soon as feasible but no later than 90 days after City Council approval of this agreement.

### **26.10 Labor Management Committee**

To foster their ongoing relationship, the parties agree to establish a Labor/Management Committee and agree to use Committee meetings as a forum where items of interest may be discussed.

The Committee shall meet quarterly and at other times as needed. Committee membership shall consist of no more than three (3) representatives selected by the City, including at least



one member of senior management and no more than three (3) representatives selected by EUPA. Other persons may be invited with the approval of the parties. Nothing in this section precludes other communications in other forums between EUPA and the City.

Topics may include:

- Changes in job descriptions;
- Succession planning efforts;
- Training programs.

#### **26.11 Safety Shoes/Boots**

Upon City Council approval, the City will reimburse employees in the classifications listed below, who are required to wear safety boots or shoes (steel or composite hard toe) as a condition of employment, for the purchase of one (1) pair of safety boots or shoes (steel or composite hard toe). The maximum annual reimbursement shall be Two Hundred Fifty Dollars (\$250) per fiscal year, the reimbursement may also be used for the repair or resole of the employees' safety boots or shoes required to be worn as a condition of employment.

Employees in the following classifications are eligible for \$250 reimbursement every fiscal year:

<b>CLASS CODE</b>	<b>CLASSIFICATION</b>
7200	Engineering Manager
7210	Senior Electrical Engineer
7230	Electrical Engineer
7202	Line Superintendent
7704	Assistant Line Superintendent
7709	Compliance Superintendent
7711	Electrical Equipment Superintendent
7710	Safety Officer
7260	Distribution Engineer
7250	Electrical Distribution Technician
7321	Utility Systems Analyst
7310	Utility Analyst

Upon City Council approval, the City will reimburse employees in the classifications listed below, who are required to wear safety boots or shoes (steel or composite hard toe) as a condition of employment, for the purchase of one (1) pair of safety boots or shoes (steel or composite hard toe). The maximum annual reimbursement shall be Two Hundred Fifty Dollars (\$250) every two fiscal years, the reimbursement may also be used for the repair or resole of the employees' safety boots or shoes required to be worn as a condition of employment.

Employees in the following classifications are eligible for \$250 reimbursement every two fiscal years:

<b>CLASS CODE</b>	<b>CLASSIFICATION</b>
7715	System Operations & Field Superintendent
7105	Support Services Manager
7331	Utility Information Technology Manager
7300	Utility Information Systems Supervisor
7316	Utility Information Network Analyst

### **Section 27. Separability of Provisions**

Should any section, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

Upon such invalidation the parties agree to meet and confer concerning substitute provisions for the provisions that were rendered or declared illegal.

### **Section 28. Past Practices and Existing Memoranda of Understanding**

- 28.1** Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the City Council is not guaranteed by this Memorandum of Understanding.
- 28.2** This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the City and the Association.

# MEMORANDUM OF UNDERSTANDING

Between

CITY OF ALAMEDA

And

ELECTRIC UTILITY PROFESSIONALS OF ALAMEDA

JULY 1, 2022 – JUNE 30, 2025

ELECTRIC UTILITY  
PROFESSIONALS OF  
ALAMEDA

DocuSigned by:  
By Billie Van Hoosan  
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DocuSigned by:  
By Gary Spunik  
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DocuSigned by:  
By Matt Perry  
7978426ED5F543C...

CITY OF ALAMEDA

DocuSigned by:  
By [Signature]  
21DC39E8C019480...

APPROVED AS TO FORM

DocuSigned by:  
By Yibin Shen  
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## APPENDIX A

CITY OF ALAMEDA  
ELECTRIC UTILITY PROFESSIONALS OF ALAMEDA

CODE	CLASSIFICATION	Standard Work Week*	ANNUAL					EFF. DATE
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
7015	Senior Communications Specialist	36	113,950	119,647	125,629	131,910	138,505	7/3/2022
7013	Media Coordinator	36	95,835	100,626	105,657	110,941	116,489	7/3/2022
7006	Administrative Services Coordinator - AMP	36	81,544	85,620	89,901	94,397	99,116	7/3/2022
7020	Communications Officer	36	80,914	84,962	89,209	93,669	98,352	7/3/2022
7200	Engineering Manager	36	154,413	162,135	170,241	178,752	187,690	7/3/2022
7210	Senior Electrical Engineer	36	140,290	147,305	154,670	162,406	170,523	7/3/2022
7230	Electrical Engineer	36	114,519	120,244	126,257	132,571	139,199	7/3/2022
7702	Line Superintendent	36	146,788	154,126	161,833	169,924	178,419	7/3/2022
7709	Compliance Superintendent	36	125,921	132,218	138,828	145,770	153,058	7/3/2022
7715	System Operations and Field Service Superintendent	36	145,315	152,580	160,209	168,219	176,630	7/3/2022
7711	Electrical Equipment Superintendent	36	149,006	156,457	164,282	172,494	181,119	7/3/2022
7704	Assistant Line Superintendent	36	114,436	120,157	126,165	132,474	139,098	7/3/2022
7710	Safety Officer	36	103,351	108,517	113,945	119,642	125,624	7/3/2022
7057	Senior Energy Resources Engineer	36	135,598	142,377	149,495	156,969	164,818	7/3/2022
7073	Senior Energy Resources Analyst	36	123,294	129,459	135,933	142,727	149,863	7/3/2022
7630	Utility Energy Analyst	36	113,950	119,647	125,629	131,910	138,505	7/3/2022
7075	Energy Resources Analyst	36	103,351	108,517	113,945	119,642	125,624	7/3/2022
7495	Finance and Utility Billing Manager	36	130,958	137,506	144,382	151,600	159,181	7/3/2022
7440	Financial Analyst	36	113,950	119,647	125,629	131,910	138,505	7/3/2022
7105	Support Services Manager	36	125,927	132,223	138,835	145,776	153,065	7/3/2022
7425	Senior Utility Accountant	36	103,351	108,517	113,945	119,642	125,624	7/3/2022
7160	Procurement Analyst	36	95,835	100,626	105,657	110,941	116,489	7/3/2022
7331	Utility Information Technology Manager	36	136,723	143,559	150,737	158,274	166,188	7/3/2022
7330	Utility Project Manager	36	128,265	134,681	141,413	148,484	155,907	7/3/2022
7305	Utility Information & Billing Services Supervisor	36	127,180	133,538	140,215	147,227	154,589	7/3/2022
7335	Utility Information Technology Business Analyst	36	111,163	116,721	122,557	128,684	135,119	7/3/2022
7337	Utility Database Analyst	36	111,163	116,721	122,557	128,684	135,119	7/3/2022
7290	Advanced Metering Infrastructure (AMI) System Administrator	36	104,622	109,855	115,348	121,116	127,170	7/3/2022
7339	Utility Geographic Information Systems Analyst	36	104,622	109,855	115,348	121,116	127,170	7/3/2022
7300	Utility Information Systems Supervisor	36	103,351	108,517	113,945	119,642	125,624	7/3/2022
7316	Utility Information Systems Network Analyst	36	102,327	107,443	112,815	118,456	124,379	7/3/2022
7321	Utility Systems Analyst	36	102,327	107,443	112,815	118,456	124,379	7/3/2022
7310	Utility Analyst	36	89,292	93,756	98,445	103,366	108,535	7/3/2022
7617	Senior Account Manager	36	113,950	119,647	125,629	131,910	138,505	7/3/2022
7610	Marketing Coordinator	36	103,351	108,517	113,945	119,642	125,624	7/3/2022
7616	Account Manager	36	95,835	100,626	105,657	110,941	116,489	7/3/2022
7063	Energy Management Coordinator	36	95,835	100,626	105,657	110,941	116,489	7/3/2022
7615	Marketing Specialist	36	95,835	100,626	105,657	110,941	116,489	7/3/2022
7570	Customer Services Supervisor	36	82,007	86,109	90,415	94,935	99,682	7/3/2022

CODE	CLASSIFICATION	Standard Work Week*	HOURLY					EFF. DATE
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
7260	Distribution Engineer	36	45.31	47.57	49.94	52.45	55.06	7/3/2022
7250	Electrical Distribution Technician	36	43.98	46.18	48.48	50.91	53.44	7/3/2022
7080	Assistant Utility Analyst	36	43.51	45.70	47.97	50.37	52.89	7/3/2022
7315	Utility Billing Specialist	36	40.26	42.27	44.38	46.61	48.94	7/3/2022
7420	Utility Accountant	36	39.05	41.00	43.03	45.19	47.44	7/3/2022
7340	Computer Services Technician - AMP	36	39.09	41.04	43.09	45.23	47.48	7/3/2022
7003	Executive Assistant - AMP	36	36.54	38.36	40.28	42.29	44.41	7/3/2022
7311	Utility Billing Technician	36	37.32	39.20	41.15	43.22	45.38	7/3/2022
7004	Office Assistant - AMP	36	31.55	33.13	34.79	36.53	38.35	7/3/2022

\* Indicates hours in classification's standard workweek; employees actual work week may differ with department approval.

## APPENDIX B: Education Reimbursement Policy

December 3, 1970

### CITY OF ALAMEDA

### REGULATIONS GOVERNING THE

### EDUCATION REIMBURSEMENT PROGRAM

#### I. PROGRAM ESTABLISHED

- A. An Education Reimbursement Program is established in all City departments to reimburse qualified full-time City employees below the level of Division Head for necessary and proper expenses incurred in connection with certain approved educational costs. This program is designed to encourage City employees to increase their knowledge and improve their skills for both the benefit of themselves and the City.
- B. The purpose of these regulations is to set forth the rules under which this program shall be administered.

#### II. ELIGIBILITY

- A. Any full-time City employee below the level of Division Head may qualify for the Educational Reimbursement Program, except employees in the following classifications: Police Officer, Police Sergeant and Police Lieutenant.
- B. Any employee who qualifies for benefits under the G.I. Bill, or some other outside source of funds, for a proposed course of study will be eligible only for reimbursement of that portion of tuition and fees not covered by the G.I. benefits, or other outside source of funds.

#### III. GENERAL RULES AND REGULATIONS

- A. Application for education reimbursement may be made only for attendance at a school of recognized and approved educational standing.
- B. Proposed courses must relate to the employee's present job, or to a reasonable predictable future job, with the City. This means that proposed courses must be of immediate benefit to the employee in the performance of current job assignments, or in qualifying for promotion within his present field of specialization, or is part of a logically related sequence of courses leading to a degree in his present field of specialization.
- C. To benefit from this program an employee must complete the course of study successfully. This means finishing the proposed course with a passing grade, which shall be mark of C or its equivalent or higher.

Regulations Governing the  
Education Reimbursement Program

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December 3, 1970

- D. An employee will not be reimbursed for the costs of taking an approved course more than once.
- E. All education or training taken under this program shall be on an employee's time off and shall not be compensated for in any way by the City of Alameda except by the Educational Reimbursement Program.
- F. Employees will not be reimbursed for courses under this program in the event of separation from the City before successful completion of a course of study.

IV. ELIGIBLE EXPENSES

- A. Educational expenses which qualify for reimbursement under this program shall include tuition fees, lab fees, books and mileage upon successful completion of a work related education or training course which has been approved in advance by the Department Head and the City Manager.
- B. For the purpose of this Program, reimbursement for tuition fees shall not include separately collected fees, such as student body fees, which are not required for enrollment in an approved course.
- C. Reimbursement for mileage shall be based on \$.10 a mile in excess of eight miles per round trip, using the most direct feasible route from place of residence to the education facility where the approved scheduled class is being conducted. The Department Head may, at his option and with the approval of the City Manager, arrange and provide the use of a City vehicle for transportation to an approved class in lieu of mileage reimbursement.
- D. To determine the amount of the educational reimbursement, the Department Head shall require documentation of the expenses incurred, and may require such documents as receipts, course schedules, the official book list for the approved course, evidence of this distance to the education facility, etc.
- E. The maximum benefit available to an eligible employee each fiscal year shall not exceed \$500 annually without prior authorization by the City Manager.
- F. Reimbursement for the cost of textbooks for approved courses which are successfully completed as part of this program is conditioned upon their being turned in to the Department Head in good condition at the conclusion of course. This requirement is not mandatory, but may be implemented at the discretion of the Department Head.

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Regulations Governing the  
Education Reimbursement Program

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December 3, 1970

- G. In lieu of reimbursement for textbooks expense described above, the Department Head, at his option, may provide textbooks to employees for approved courses. These books must be returned in good condition to the Department Head at the completion of the course for use by others taking similar courses.

V. ADMINISTRATIVE PROCEDURE

- A. Prior to enrolling in a course for which reimbursement will be sought, an employee shall apply through proper channels to his or her Department Head for authorization to take the course under the provisions of this program. The application shall be a statement containing the name of the school, the course title and description, the number of credits or units, the name of the instructor, the class schedule and an estimate of the "eligible expenses" as described in Section IV.
- B. The Department Head will be responsible for determining whether or not the course qualifies under the program for educational reimbursement, and so notify the employee who has submitted the application. Any application, which by itself, or taken with other applications already submitted and approved, which involved reimbursement of more than \$200 per employee per year must receive prior approval by the City Manager.
- C. The Department Head may, at his option, establish regulations for administering this program in his Department, as long as they are consistent with these regulations. This may involve, if desirable, preparation and distribution of a list of courses which will qualify under this program for the information of the employees in his Department.

VI. AUTHORIZATION AND AMENDMENT

- A. The Educational Reimbursement Program was authorized by the Alameda City Council in adopting Resolution No. 7702, dated December 1, 1970.
- B. The rules regulating the Educational Reimbursement Program shall be established by the administrative directive issued by the City Manager.

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